



**BYLAWS OF
CASTLE RIDGE ESTATES PROPERTY OWNERS' ASSOCIATION OF ODESSA, INC.**

The name of the organization shall be Castle Ridge Estates Property Owners' Association of Odessa, Inc.

**ARTICLE I
OBJECTIVE**

1. The Association has been organized for the purpose of promoting and preserving the health, safety, welfare, and property values of the owners of lots located within Castle Ridge Estates Property Owners' Association, Ector County, Texas (the "Association"), and performing all duties assigned to it under the provisions of the "Declaration of Covenants, Conditions and Restrictions for Castle Ridge Estates" (the "Declaration"). The terms and provisions of these Bylaws are expressly subject to the Certificate of Formation of the Association and to the terms, provisions, conditions and authorizations contained in the Declaration.

**ARTICLE II
DEFINITIONS**

1. **Articles.** "Articles" shall mean and refer to the Certificate of Formation of Castle Ridge Estates Property Owners' Association of Odessa, Inc.

2. **Association.** "Association" shall mean and refer to Castle Ridge Estates Property Owners' Association of Odessa, Inc., its successors and assigns.

3. **Common Properties.** "Common Properties" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. In addition, the Common Properties shall include the Fence as defined in the Declaration.

4. **Property.** "Property" shall mean and refer to the real property described in Exhibit "A", which is attached hereto and incorporated herein, and any additions thereto which may be later, brought under the jurisdiction of the Association in accordance with the Declaration.

5. **Majority of Owners.** As used in these Bylaws, the term "majority of owners" shall mean the presence in person, proxy, absentee ballot, or electronic ballot of Owners entitled to cast more than fifty percent (50%) of the total votes of the Association membership, as specified in the Declaration and the Articles.

6. **Managing Agent.** Shall have the meaning proscribed in Article V, Section 4, of these Bylaws.

7. **Member.** "Member" or "Members" shall mean and refer to any person who is an Owner.

8. **Owner.** "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but notwithstanding any applicable theory of mortgage, the term Owner shall not include any mortgagee or trustee unless and until

such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

9. **Declaration.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restriction for Castle Ridge Estates applicable to the Property and recorded and amended in the Deed Records of Ector County, Texas. Unless otherwise expressly provided herein, all terms used herein shall have the same meaning as those terms have in the Declaration.

10. All words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in those instruments, unless defined above.

ARTICLE III MEMBERSHIP, VOTING, QUORUM, PROXIES, MOTIONS

1. **Membership.** Each and every Owner of any Lot shall automatically be a member of the Association. Membership shall be appurtenant to and inseparable from such ownership. In the event of multiple Owners of any Lot, the vote of such Lot shall be exercised as those Owners themselves jointly determine. If more than one Owner seeks to exercise the vote of the same Lot, the Lot's vote shall be suspended. Such membership shall terminate without any formal Association action whenever such person or entity ceases to be an Owner, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it elects within its sole discretion, issue certificates or cards evidencing membership in the Association. Such certificate or card shall be void and surrendered to the Secretary whenever ownership of the Lot designated thereon shall terminate.

2. **Voting.** The Association shall have one class of voting membership. Cumulative voting is prohibited.

3. **Quorum.** The Members holding ten percent (10%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting, unless a higher percentage is required by the Articles, the Declaration, or Texas Law. A person may vote in person, by proxy, by absentee ballot, or by electronic ballot. The presence of the holder of a validly executed proxy shall constitute the presence of the Member for the purpose of establishing a quorum. In addition, an absentee or electronic ballot may be counted as an owner present and voting for the purpose of establishing a quorum for the items appearing on the ballot, but only those items. However, an absentee or electronic ballot may not be counted, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. An absentee or electronic

ballot also may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

4. **Proxies.** Votes may be cast in person or by proxy. All proxies shall be in writing and filed with the Secretary at or before the appointed time of each meeting. All proxies shall be revocable, and no proxy shall be valid for a period of greater than eleven (11) months.

ARTICLE IV ADMINISTRATION

1. **Association Responsibilities.** The Owners, who are the members of the Association, will have the responsibility of administering the affairs of the Association through its Board of Directors.

2. **Place of Meeting.** Meetings of the Association shall be held at such place located within a county in which all or part of the Property is located or in a county adjacent to that county, as the Board of Directors may determine in its sole discretion.

3. **Annual Meeting.** An annual meeting of the Membership of the Association shall be held each year on the first Tuesday in March or such other date as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the Members. The Members shall elect, by ballot, a Board of Directors at the Annual Meeting. The Members may also transact such other business of the Association as may properly come before them.

4. **Special Meetings.** Special meetings of the Members of the Association shall be held whenever called by the President, Vice-President, or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from Members of the Association whose votes represent more than one-tenth (1/10) of the total votes of the Association. No business shall be transacted at a special meeting except as stated in the notice.

5. **Notice of Meetings.** Notice of all Members' meetings, annual or special, shall be given by the President, Vice-President, or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall be written or printed, shall state the time and place of the meeting, and shall be given not less than ten (10) days prior to the date set for such meeting, unless greater notice is required for the specific act under Texas law, these bylaws, the Declaration, or the Articles. If presented personally, a receipt of such notice shall be signed by the Member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail and addressed to the Member at his post office address as the same appears on the records of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, shall be deemed equivalent to the

giving of notice to such Member. Notice may be given by facsimile or e-mail with proof of transmission by affidavit by an officer of the Association.

6. **Presiding Officer and Secretary.** At every meeting of the Association, the President, or in his absence, the Vice-President, or in his absence, a chairman chosen by a majority in interest of the members present in person or by proxy and entitled to vote shall act as chairman. The Secretary of the corporation shall act as secretary of all meetings of the shareholders. In the absence at such meeting of the Secretary, the presiding officer or chairman may appoint another person to act as Secretary of the meeting.

ARTICLE V BOARD OF DIRECTORS

1. **Number.** The affairs of this Association shall be governed by a Board of Directors composed of three (3) Members.

2. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors may do all such acts and things as are not expressly prohibited by these Bylaws, the Articles or Declaration; or directed to be exclusively exercised and done by the Owners. In addition to the express powers and duties of the Board of Directors granted in these Bylaws, the Articles and the Declaration, the Board of Directors shall, unless expressly prohibited by these Bylaws, the Articles or the Declaration, have all powers and authority granted to boards of directors of nonprofit corporations organized as homeowners' associations under the laws of the State of Texas.

3. **Other Powers.** The Board of Directors is, without limitation, additionally empowered, but not required to take the following actions:

- a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions as set forth in the Declaration, by lawsuit or otherwise.
- b. To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation and use of the Property with the right to amend it from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.
- c. To keep in good order, condition and repair all of the Common Properties and all items, if any, of personal property used in the enjoyment of the Common Properties.
- d. To dedicate or transfer all or part of the Common Properties to any public agency or authority or individual on such terms as the Board of Directors may determine.
- e. To insure and keep insured improvements, if any, located in the Common Properties in an amount equal to their maximum replacement value, and to obtain and maintain comprehensive liability insurance covering the entire premises. The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary, to provide such coverage and protection as the Board of

Directors may deem prudent. Worker's compensation insurance shall at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association.

f. To estimate and fix annual and special assessments to be paid by each of the Owners; and to levy and collect all annual assessments and/or special assessments in accordance with the Declaration.

g. To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from any defaulting Owner as is provided in the Declaration and these Bylaws.

h. To protect and defend the Association or any property owned thereby from loss and damage by suit or otherwise.

i. To borrow funds in order to pay for any expenditure or outlay pursuant to the authority granted by the provisions of the Declaration, the Articles and these Bylaws; to pledge or otherwise grant a security interest in the Association's Assessments or funds to secure such indebtedness; and to execute all such instruments evidencing such indebtedness as this Board of Directors may deem necessary or appropriate, including without limitation the power to borrow money for the purpose of improving the Common Properties and for constructing or improving facilities thereon and in connection therewith to mortgage the Common Properties or portions thereof.

j. To purchase or lease real property for use by the Association and to execute on behalf of the Association any contracts, leases, mortgages, or other appropriate instruments.

k. To enter into contracts within the scope of their duties and powers.

l. To establish one or more bank accounts, savings accounts or other investment accounts for the common treasury and for all separate funds, which are required or may be deemed advisable by the Board of Directors.

m. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners.

n. To designate and employ the personnel necessary for the maintenance and operation of the Common Properties and of the business of the Association.

o. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable, in order to carry out the functions of the Association under the Declaration and the Articles.

4. **Delegation of Powers - Managing Agent.** Notwithstanding anything contained herein to the contrary, the Board of Directors may delegate any of its powers, duties or functions to an agent (the "Managing Agent") provided that any such delegation shall be revocable upon notice by the Board of Directors. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function so

delegated by written instrument executed by a majority of the Board of Directors. The Managing Agent, if any, shall be employed by the Association at a compensation to be established by the Board based upon the services, duties, and functions to be performed by the Managing Agent.

5. **Election and Term of Office.** At each annual meeting, the Association shall elect three (3) members for the Board of Directors for a term of one (1) year, unless this number of directors to be elected is increased by a specific resolution to increase the number of directors. Directors duly elected may continue to hold office until their successors are elected and qualified. The failure to hold an annual meeting does not result in the automatic removal of the board of directors. If the annual meeting is not held within any 13-month period, upon the application of any Member who previously submitted a written request to the Association that an annual meeting be held, a court may order that a meeting be held. Failure to hold the annual meeting does not result in the winding up or termination of the Association.

6. **Vacancies.** Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be appointed as Director until the next annual meeting of the Association at which meeting his or her appointment shall be ratified or a successor shall be elected to serve the remaining term of his or her predecessor.

7. **Removal of Directors.** (a) At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the quorum present, and a successor may then and there be elected to fill the vacancy thus created. If the vacancy is not then and there filled, it may be filled at any regular or special meeting called for the purpose. (b) A Director may be removed at a regular meeting of the Board of Directors, upon the motion of a majority of the Board of Directors, if that Director failed to attend three (3) consecutive regular meetings of the Board of Directors, a successor may then and there be elected to fill the vacancy thus created. If the vacancy is not then and there filled, it may be filled at any regular or special meeting called for the purpose.

8. **Organizational Meeting.** The organizational meeting of the Board of Directors shall be held the day of the annual meeting of the Association or within twenty (20) days after the annual meeting of the Association at such place as shall be fixed by the Directors.

9. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. The annual organizational meeting of the Board shall be considered a regular meeting. Notice of regular meetings of the Board of Directors other than the organizational meeting shall be given to each Director, personally, or by mail, telephone or e-mail, at least three (3) days prior to the day named for such meeting. Notice of regular meetings of the Board of Directors, other than an Executive Session, shall be given by either (a) mailing a written notice of such meeting to each lot Owner at least ten (10) days before, but no more than sixty (60) days before, the date of such meeting; or (b) by posting notice of the Board meeting in a conspicuous manner reasonably

designed to provide notice to its Lot Owners and sending a copy of the posting by email to each Lot Owner who has registered an email address with the Subdivision Association at least seventy-two (72) hours prior to the start of the Board Meeting.

10. **Open Meetings**. All meetings of the Board shall be open to all Members except for meetings to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board.

11. **Waiver of Notice**. Before or at any meeting of the Board of Directors, any Director or Member may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director or Member at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof.

12. **Conduct of Meetings**. At all meetings of the Board of Directors, the President, or in his absence, the Vice-President, or in his absence, a chairman chosen by a majority of the Directors present shall preside. The Secretary of the corporation shall act as secretary of the Board of Directors. In case the Secretary shall be absent from any meeting, the presiding officer or chairman may appoint any person to act as secretary of the meeting.

13. **Board of Director's Quorum**. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is obtained.

14. **Compensation**. No member of the Board of Directors shall receive any compensation for acting as such.

15. **Actions Without a Meeting**. Notwithstanding any other provision of these Bylaws, the Board of Directors may take action by unanimous written consent, without a meeting if the action item is (1) considered to be a routine and administrative matter; or (2) involves a reasonably unforeseen emergency or urgent necessity that requires immediate Board action.

ARTICLE VI OFFICERS

1. **Designation**. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Any Director may hold a position as officer of the Association and any person may hold two or more offices.

2. **Election of Officers**. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting and shall hold office at the pleasure of the Board. Officers duly elected may continue to hold office until their successors are elected and qualified. The failure to hold an organizational meeting does not result in the automatic removal

of the officers. Failure to hold the organizational meeting does not result in the winding up or termination of the Association.

3. **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

4. **President.** The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings of the members and of the board of Directors. He or she may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and in general he or she shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

5. **Vice-President.** The Vice-President shall have the power and authority to perform all the functions and duties of the President, in the absence of the President, or his inability or refusal for any reason to exercise such powers and functions or perform such duties, and shall also perform any duties he is directed to perform by the President or the Board of Directors, and may co-sign all checks written on behalf of the Association.

6. **Secretary.** The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, which shall be furnished to the Secretary by such member, and shall perform such other duties as required by the President or Board of Directors, and may co-sign checks.

7. **Treasurer.** The Treasurer shall have responsibility for Association funds and be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; and be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall have the power to perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or Board of Directors and shall have the power to make disbursements of Association funds in the ordinary course of business. If the Association engages the services of a CPA or managing agent to undertake any of these asks, the treasurer is relieved of those specific duties delegated to such person or entity.

8. **Additional Officers.** Officers in addition to the President, Vice-President, Secretary and Treasurer may be appointed by the Board of Directors or President and shall hold their offices for such terms and have such authority as shall be determined from time to time by the Board of

Directors by resolution or President not inconsistent with these Bylaws. The Assistant Secretaries as thereunto authorized by the Board of Directors may sign, with the President, all certificates of membership the issues of which have been authorized by resolution of the Board of Directors. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

9. **Vacancies.** A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the office previously filling such office, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE VII INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

2. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

3. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any member or Owner, who is or has been a director, officer, committee member, or non-compensated agent of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a member of the Association or Owner of a lot covered thereby.

4. The rights of indemnification herein provided may be insured against by policies maintained by the Association; shall be severable; shall not affect any other rights to which any Director, officer, committee member, employee, servant or agent may now or hereafter be entitled; shall continue as to a person who has ceased to be such Director, officer, committee member, employee, servant or agent; and shall inure to the benefit of the heirs, executors and

administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which Association personnel other than members of the Board of Directors, officers, committee members, or non-compensated agents may be entitled by contract or otherwise under law.

5. Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in this Article VII may be advanced by the Association prior to final disposition hereof upon receipt of an undertaking by or on behalf of the person who may be entitled to indemnification, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

ARTICLE VIII OBLIGATIONS OF THE OWNERS

1. General.

- a. Each Owner shall comply strictly with the provisions of the Declaration, the Articles and these Bylaws and amendments and supplements thereto.
- b. Each Owner shall always endeavor to observe and promote the general welfare of and the purposes for which the Association was established.

2. Use of Property.

- a. Each Owner shall comply strictly with the obligations imposed on such Owner and the restrictions placed on such Owner's property or interest in the Property under the Declaration.
- b. If any Owner or the Association, acting through its Board of Directors, believes an Owner is in violation of the Declaration, complaints may be lodged and abatement of the violation may be obtained through any and all procedures allowed under the Declaration and/or Texas law.

ARTICLE IX AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Association at a duly constituted Board of Directors' Meeting for such purpose, but no amendment shall take effect unless approved by a majority of Directors.

ARTICLE X COMPLIANCE

These Bylaws are set forth to comply with requirements of the Texas Business Organizations Code. If any of these Bylaws conflict with the provisions of said Act, it is hereby

agreed and accepted that the provisions of the Act will apply and govern. In the event of any conflict between the Bylaws and the Declaration, the provisions of the Declaration will govern.

ARTICLE XI NON-PROFIT ASSOCIATION

This Association is not organized for profit. No member, member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors; provided, however, (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII REGISTERED OFFICE

The principal office for the transaction of business of this Association shall be PO Box 12806, Odessa, Texas 79765, and the initial Registered Agent shall be J.D. Cotton. The Registered Agent may resign upon delivery of written notice to the Association.

ARTICLE XIII TRANSACTIONS WITH MEMBERS, DIRECTORS AND OFFICERS

The Association may enter into contracts or transact business with one or more of its Directors, officers, or members, or with any firm of which one or more of its Directors, officers or members are members, or with any corporation, association, company, organization or entity in which one or more of its Directors, officers or members are directors, officers, trustees, shareholders, beneficiaries or are otherwise interested, and in the absence of fraud, such contract or transaction shall not be invalidated or in any way affected by the fact that such Directors, officers or members having such adverse interest may have been necessary to obligate the Association upon such contract or transaction.

ARTICLE XIV EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President, Vice-President, Treasurer, and the Secretary.

**ARTICLE XV
ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS**

The violation of any rule or regulation promulgated by the Board of Directors, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Directors or the Managing Agent the right, in addition to any other rights set forth therein, (a) to enter the property in which, or as to which, such violation or breach exists and to summarily abate and remove the structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, without being deemed guilty in any manner of trespass, and without being liable to prosecution or in damages therefor, and to charge all expenses thereof, if any, to the defaulting owner; and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach, and to recover from such Owner all its expenses and costs in connection therewith, including without limitation attorney's fees and court costs.

**ARTICLE XVI
NOTICES**

It shall be the responsibility of any person or entity who is an Owner to furnish to the Secretary of the Association such Owner's mailing address. Upon receipt of the Owner's mailing address, the Secretary of the Association shall thereafter send to the Owner all notices required hereunder. All notices to members of the Association shall be given by delivering the same to each owner in person or by depositing the notices in the U.S. mail, postage prepaid, addressed to each Owner at the address last given by each owner to the Secretary of the Association.

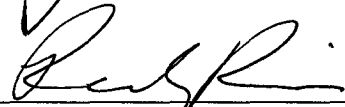
**ARTICLE XVII
SEVERABILITY**

The invalidity of any provision or provisions of these Bylaws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these Bylaws, and in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

ADOPTED by the unanimous consent of the Board of Directors effective the 4th day of March 2014.



J.D. COTTON, Director



RANDY RIVES, Director

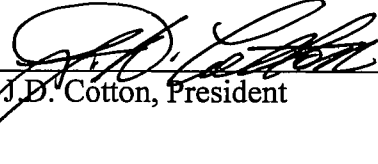


DAVID TALBOTT, Director

CERTIFICATION

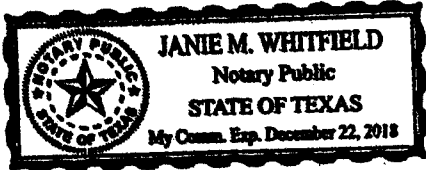
IN WITNESS WHEREOF, the undersigned, J. D. Cotton, as the duly elected, qualified and acting President of Castle Ridge Estates Property Owners' Association of Odessa, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Bylaws was duly adopted by the Board of Directors of the Association at a meeting of the Board held on March 4, 2014, and shall take effect upon its recording in the Official Public Records of Ector County, Texas.

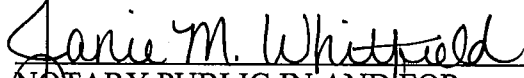
CASTLE RIDGE ESTATES PROPERTY OWNERS' ASSOCIATION OF ODESSA, INC., a Texas nonprofit corporation

By: 
J.D. Cotton, President

THE STATE OF TEXAS §
 §
COUNTY OF ECTOR §

This instrument was acknowledged before me on the 30th day of March, 2014, by J.D. Cotton, President of Castle Ridge Estates Property Owners' Association of Odessa, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL) 


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:
Todd, Barron, Thomason, Hudman & Baxter, P.C.
Attn: Shane M. Bebout
3800 E. 42nd Street, Suite 409
Odessa, Texas 79762-5982

EXHIBIT

"A"

An 81.280 acre tract of land located in Section 16, Block 41, T-2-S, T & P Ry. Company Survey, Ector County, Texas, being more fully described by Metes & Bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap marked "LCA ODESSA TX" set in the Ector and Midland County Line and in the north line of a 134.18 acre tract recorded in Volume 277, Page 487, Ector County Deed Records, being the southeast corner of this tract, whence a 3/4" iron pipe found at the northeast corner of said 134.18 acre tract bears North 62° 58' 30" East, a distance of 1503.41 feet, from said 3/4" iron pipe, a 1 1/2" iron pipe found at the northeast corner of said Section 16 bears North 14° 01' 42" West, a distance of 2499.56 feet;

THENCE South 62° 58' 30" West with the north line of said 134.18 acre tract, a distance of 731.83 feet to a 1/2" iron rod with plastic cap marked "LCA ODESSA TX" set in the east line of a 20 foot Utility Easement as recorded in Volume 1846, Page 144, Ector County Deed Records for the southwest corner of this tract, whence a 1/2" iron pipe found at the northwest corner of said 134-18 acre tract bears South 62° 58' 30" West, a distance of 1214.94 feet;

THENCE North 14° 09' 29" West with the east line of said 20 foot Utility Easement, a distance of 1257.74 feet to a 1/2" iron rod with plastic cap marked "LCA ODESSA TX" set for a point of curvature for this tract;

THENCE along a curve to the right in a southwesterly direction, said curve having a radius length of 775.00 feet, a delta angle of 18° 40' 05", an arc length of 252.51 feet and a chord length of 251.40 feet bearing South 53° 57' 13" West to a 1/2" iron rod with plastic cap marked "LCA ODESSA TX" set for a point of tangency for this tract;

THENCE South 63° 17' 15" West, a distance of 534.25 feet to a 1/2" iron rod with plastic cap marked "LCA ODESSA TX" set for a point of deflection for this tract;

THENCE North 35° 35' 44" West, a distance of 854.86 feet to a 1/2" iron rod with plastic cap marked "LCA ODESSA TX" set in the curved south right-of-way line of Eastridge Road as recorded in Cabinet A, Page 150-A, Ector County Plat Records, being the northwest corner of this tract;

THENCE along a curve to the left in a northeasterly direction with the south right-of-way line of said Eastridge Road, said curve having a radius length of 4527.71 feet, a delta angle of 17° 51' 18", an arc length of 1410.97 feet and a chord length of 1405.27 feet bearing North 51° 39' 21" East to a 1/2" iron rod with plastic cap marked "LCA ODESSA TX" set for a point of tangency in the south right-of-way line of said Eastridge Road and of this tract;

THENCE North 43° 44' 01" East with the south right-of-way line of said Eastridge Road, a distance of 557.53 feet to a 1/2" iron rod with plastic cap marked "LCA ODESSA TX" set for a point of curvature in the south right-of-way line of said Eastridge Road and of this tract;

THENCE along a curve to the right in a northeasterly direction with the south right-of-way line of said Eastridge Road, said curve having a radius length of 1309.29 feet, a delta angle of 34° 54' 43", an arc length of 797.79 feet and a chord length of 785.50 feet bearing North 61° 11' 01" East to a 1/2" iron rod with plastic cap marked "LCA ODESSA TX" set in the said Ector and Midland County Line for the northeast corner of this tract;

THENCE South 01° 04' 41" West with the said Ector and Midland County Line, a distance of 2828.45 feet to the Point of BEGINNING, containing 3,540,551 square feet or 81.280 acres of land, more or less.



STATE OF TEXAS
COUNTY OF ECTOR

I hereby certify that this instrument was filed on 04/01/2015 at
12:28 PM by me and was duly recorded under the document number
2015-00004567 in the Official Public Records of Ector County, Texas.

Linda Haney, County Clerk
Ector County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF
THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER
FEDERAL LAW AND IS UNENFORCEABLE.

Returned To: TODD BARRON THOMASON & HUDMAN PC
3800 E 42ND STREET SUITE 409
ODESSA, TX 79762